

MARTIN WREN, P.C.

ATTORNEYS AT LAW

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December 11, 2012

CLIENT INFORMATION

NAME: Ralph L. Hayes

BUSINESS/RESIDENCE:

1107 Ashburn Drive

Forest, VA 24551

Phone # (434) 851-3544 (cell)

BILLING ADDRESS (IF DIFFERENT):

Phone # (434) 525-9160 (Home)

NATURE OF THE LEGAL PROBLEM: Discrimination / Retaliation / Wrongful Dismissal against my former employer / supervisor

Dear Client:

It is our pleasure to consider serving as your attorney. The following states the terms and conditions for our engagement by you. We encourage you to carefully read the following and to ask questions until you feel you fully understand every term stated. Please do not sign this agreement until you have done so.

1. WHAT YOU AGREE TO DO

As our client you agree to do all of the following:

- Answer all our phone calls and letters promptly;

EXHIBIT A

- b. Call us only during normal business hours at our office, unless we make other arrangements or you have an emergency;
- c. Supply us with needed information promptly;
- d. Tell us of any new address or telephone numbers;
- e. Communicate with us concerning the goals you have concerning this matter and assist us in handling matters whenever requested;
- f. Cooperate with the processing of your case;
- g. Make decisions concerning what terms and conditions are acceptable to you;
- h. Do whatever else is reasonably requested of you to do;
- i. Pay additional amounts of retainer if requested by us (see paragraph 4. c. and 5. b.).

2. WHAT WE AGREE TO DO

a. OUR WORK IN GENERAL:

- 1. We will try to negotiate and document a settlement in the most expedient manner possible.
- 2. We will be ready to discuss promptly the issues of this matter and possible solutions at all times.
- 3. If settlement is not possible, we will be ready to start or defend a lawsuit to protect your interests.

b. OUR WORK IN SOME DETAIL:

Our services also include:

- 1. Consulting with you in person and over the phone during our normal business hours;
- 2. Speaking to others over the telephone;
- 3. Giving you reports about the important steps in this matter;
- 4. Researching the law and facts of this matter;
- 5. Explaining the legal issues and the practical considerations of this matter;
- 6. Preparing and/or reviewing all documentation;
- 7. If appropriate, preparing and filing all necessary court papers;
- 8. If appropriate, preparing witnesses and pre-trial requests for information;
- 9. Hiring at your expense, experts, and consulting with them about your matter; and
- 10. If appropriate, preparing for trial, representing you at trial and preparing all necessary documents until a final judgment is signed by the judge.

3. WHAT WE ARE NOT AGREEING TO DO

In the event your matter is litigated and there is an appeal, we are NOT agreeing to take or handle any appeal of this matter to a higher court for you. If you decide to appeal (or the other side does), and we agree at that time to represent you on the appeal, we will make a separate agreement from this engagement agreement at that time.

4. PAYMENT TO LAWYER

a. We will perform all services at our hourly rates in effect when the time is expended. These rates are subject to periodic review and adjustment.

The principal attorney who is initially assigned to provide services under this engagement agreement is John B. Simpson, whose current customary hourly rate is \$300.00 and for this Prepaid Legal Services client is discounted by 25% to \$225.00.

b. You agree to reimburse (or advance if requested) us for the following costs and expenses:

expert fees	filing fees	investigators
messenger service	photocopying	postage
service of process	long distance	transcripts
witness fees	FAX machine	travel
other necessary costs		

c. You agree to pay your statements, or add to your retainer, if requested, upon your receipt of the statement. If we do not receive payment within thirty (30) days of the date of the statement, you agree to pay us simple interest on all amounts due at the rate of 1.5 % per month (i.e., 18% per year). You also authorize us to have any funds intended for you as part of any settlement or judgment made payable to us should you still owe us any fees, costs or expenses before you receive your settlement or judgment proceeds. This applies to proceeds to be received not only from the other party, but also from third parties, such as escrow companies, banks, employers, etc.

d. In certain **rare** circumstances the law provides that the opposing side should pay or contribute to your attorney's fees. If we discuss the possibility that we may attempt to get the court to order the other side to do this, we are also informing you that there is **no guaranty** of this succeeding. It all depends on how the judge sees the equities (fairness) of this matter.

5. ADVANCE PAYMENTS BY YOU

a. We are unable to predict how much time we will have to spend on your matter and the amount of expenses we will incur on your behalf. Therefore, **WE CANNOT PREDICT THE AMOUNT OF YOUR FEE**. As we discussed, our time and expenses will greatly vary depending on what the other side says or wants to dispute. We may have given you a very rough estimate of the range of potential fees. We told **you not to depend on the estimates** since they are merely our initial guess based upon information you have provided us and our previous experience.

b. You have deposited with us \$3,000.00, as an initial retainer (deposit against fees and costs) which we will deposit into our Trust Account. Each month we will send you a detailed statement indicating exactly the work we have performed and the costs and expenses we have incurred. At that time we will withdraw this same amount from your balance held in our trust account and pay (or reimburse) ourselves. Once this retainer falls below \$1,500.00, we will request that you deposit an additional amount to keep the retainer at this minimum amount.

c. If there is money left from your retainer after the final statement has been sent and all costs have been paid, we will REFUND the unused retainer to you.

6. TIME RECORDS

Time records for tasks accomplished will be kept and provided to you as part of your monthly statement.

7. TELEPHONE CALLS

Please understand that all telephone calls, no matter how brief, are counted in hourly fees.

8. WITHDRAWING BY LAWYER

Subject to applicable ethical rules, you agree that if any of the following occurs you will allow our withdrawal (whether or not court permission is required) as your attorney from this matter and pay us for, or give us security for, any unpaid fees or unreimbursed costs and expenses we have incurred on your behalf:

- a. You do not pay our bill on time (including your failure to maintain a minimum retainer balance in our trust account of \$1,500.00);
- b. You insist that we do something illegal;
- c. You withhold or misrepresent anything to us, the other side, or the court, or you tell us that you intend to do so;
- d. You fail to answer our phone calls or letters;
- e. You take a position that we find to be legally unsupportable;
- f. A conflict of interest develops; or
- g. The court allows us to withdraw for any other reason.

9. NO GUARANTY

The result in your case will depend on many uncertain factors. One such factor may be how the judge, or jury, (should your case go to trial) weighs all the evidence and how they apply the discretion allowed to them by the law. Other factors may include our inability to accurately predict human behavior and future circumstances. For these and many other reasons, no lawyer is able to guaranty the result in your case.

10. ATTORNEYS' FEES AND OTHER COLLECTION EXPENSES AND INDEMNITY

In the event that any action is taken to collect fees, costs and/or reimbursable expenses due from you to MartinWren, P.C. under this engagement agreement, you shall be responsible for all costs and expenses incurred in such collection, including attorneys' fees.

11. YOUR RIGHT TO TERMINATE REPRESENTATION

You reserve the right to terminate this representation with or without cause. You need to notify us in writing if you want to terminate our representation. When we receive your written notice of termination, we will stop all legal work on your behalf immediately. You will promptly reimburse us for all fees, costs and disbursements for expenses incurred pursuant to this engagement agreement before the date we receive the written notice of termination.

12. READ AND UNDERSTAND THIS AGREEMENT

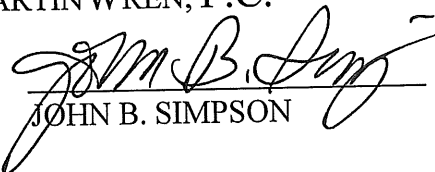
We have requested that you take this Agreement home, or back to your home or office with you, and to read all of it and ask us all of the questions you have until you are satisfied you understand it. **DO NOT SIGN THIS AGREEMENT UNLESS YOU UNDERSTAND ALL THE TERMS IN IT AND WISH TO HIRE US UNDER THESE TERMS.**

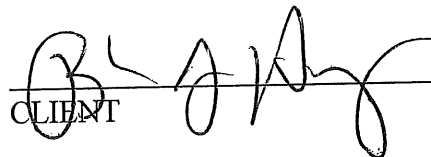
13. COPY

We have given you a copy of this Agreement.

BY SIGNING THIS AGREEMENT, EACH PARTY AGREES TO ABIDE BY ALL OF ITS TERMS:

MARTIN WREN, P.C.

By: 
JOHN B. SIMPSON

 (SEAL)
CLIENT

DATED: 1/4/13

DATED: 12/31/2012